

CITY OF SAN DIEGO CONSENT TO CHARGING SITE HOST AGREEMENT

THIS CONSENT TO CHARGING SITE HOST AGREEMENT ("Consent") is made by the City of San Diego, a California municipal corporation ("CITY"), to be effective when signed by CITY (the "Effective Date") and approved by the San Diego City Attorney, as follows:

RECITALS

This Consent is made with regard to the following facts:

- A. CITY, as lessor, and LHO MISSION BAY HOTEL, L.P., a California limited partnership, d.b.a. San Diego Paradise Point Resort, as lessee ("SUBLESSOR") are parties to that certain THE CITY OF SAN DIEGO PERCENTAGE LEASE dated May 25, 2000, as filed in the Office of the City Clerk as Document No. RR-293127 ("Master Lease") and relating to certain CITY-owned real property in Mission Bay Park, consisting of approximately 47.279 acres of land and 4.289 acres of water ("Premises"), as further identified in the Master Lease.
- B. SUBLESSOR and ELECTRIC TRANSPORTATION ENGINEERING CORPORATION, d.b.a. ECotality North America, an Arizona corporation ("SUBLESSEE"), have entered into a certain Charging Site Host Consent, dated May 4, 2012 and amended June 27, 2013 ("Sublease") for a portion of the Premises more particularly described in the Sublease. A copy of the Sublease is attached as Exhibit A.
- C. Pursuant to Section 4.2 of the Master Lease, SUBLESSOR has requested CITY's consent to sublease a portion of the Premises as set forth in the Sublease to SUBLESSEE.
- D. CITY is willing to consent to SUBLESSOR subleasing to SUBLESSEE on the terms and conditions contained in this Consent.

CONSENT

- 1. CITY's Consent. CITY consents to SUBLESSOR subleasing to SUBLESSEE. This consent is granted only on the terms and conditions stated in this Consent. CITY is not bound by any of the terms, covenants, or conditions of the Sublease. The Sublease is and shall remain subject and subordinate to the Master Lease, as may be amended from time to time. If there is a conflict between the Sublease and either the Master Lease or this Consent, the terms, conditions, and obligations of this Consent and the Master Lease shall control. If there is a conflict between this Consent and the Master Lease, the terms, conditions, and obligations of this Consent shall control.
- 2. Limits of CITY's Consent. As a condition of CITY's consent, neither the Sublease nor this Consent will:

- (a) release SUBLESSOR from any liability, whether past, present, or future, under the Master Lease as to the Premises or any portion thereof;
 - (b) alter the primary liability of SUBLESSOR to pay the rent and perform all SUBLESSOR's and SUBLESSEE's obligations under the Master Lease;
 - (c) be construed as a waiver of CITY's right to consent to any proposed sublease or assignment after the date hereof by SUBLESSOR under the Master Lease or by SUBLESSEE under the Sublease, or as a consent to any portion of the Premises in the Sublease being used or occupied by any other party;
 - (d) grant any rights to SUBLESSEE greater than those rights granted to SUBLESSOR under the Master Lease;
 - (e) be deemed CITY consent to any other assignment or sublease;
 - (f) require CITY to recognize SUBLESSEE in the event of a default in the Master Lease by SUBLESSOR;
 - (g) enlarge or in any manner increase CITY's obligations or duties under the Master Lease;
 - (h) create obligations or costs to CITY with regard to the Sublease;
 - (i) modify, waive, amend, or otherwise affect any provision of the Master Lease other than as set forth in this Consent;
 - (j) be deemed to be any type of obligation by CITY to SUBLESSOR, SUBLESSEE or to any governmental agent, board, commission, or agency with regard to any other action relating to SUBLESSEE's occupancy, use, or maintenance of any portion of the Premises or improvements thereon.
 - (k) be deemed approval of CITY as required by any other provision of the Master Lease or Sublease.
3. Required Insurance. Prior to the Effective Date of this Consent, SUBLESSEE shall file with CITY a copy of the policy of insurance which shall name the "City of San Diego, its elected officials, officers, representatives, agents and employees" as additional insureds for the entire term of the Sublease. SUBLESSEE shall be insured by an insurance carrier acceptable to the CITY against loss from public liability and property damage arising from the use of or the conduct of any operation conducted on the Premises. SUBLESSEE shall maintain minimum coverage in the amount of Five Million Dollars (\$5,000,000) Combined Single Limit Liability. Said policy shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice

to CITY by insurance company. Prior to each insurance renewal period, SUBLESSEE shall submit to CITY a copy of the new policy of insurance.

4. Controlling Law. The terms and provisions of this Consent will be construed in accordance with, and will be governed by, the laws of the State of California.
5. CITY's Consent Null and Void. If at any time, either SUBLESSOR or SUBLESSEE fails to comply with any of the terms and conditions set forth in this Consent, this Consent shall automatically and retroactively become null and void as of the date of any such failure to comply. Any such failure to comply with any term or condition of this Consent shall constitute a default under the Master Lease and the CITY may avail itself of any rights and remedies available under the Master Lease and at law and in equity.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date upon the signature of all of the parties.

THE CITY OF SAN DIEGO, a California municipal corporation

Date: 5/7/14

BY:

Name:

Kristin Geitz

Title:

Interim Director Real Estate Assets

Acknowledged and Accepted:

LHO MISSION BAY HOTEL, L.P.,
a California limited partnership, d.b.a. San Diego Paradise
Point Resort

Date:

4/24/14

BY:

Name:

A. Gouvea

Title:

SVP

APPROVED AS TO FORM AND LEGALITY:

JAN GOLDSMITH, City Attorney

By:

Jeremy Fonseca
Deputy City Attorney

Date:

5/12/14

Exhibit A
Charging Site Host Agreement
[To Follow Behind this Page]



Charging Site Host Agreement

This Charging Site Host Agreement ("Agreement") is effective as of the date the last party signs this Agreement ("Effective Date") between:

ECOTALITY: Electric Transportation Engineering Corporation,
dba ECotality North America (hereinafter referred to as "ECotality")
430 South 2nd Avenue
Phoenix, AZ 85003-2418

-and-

Charging Site Host Name: Paradise Point Resort
Address: 1404 Vacation Road
City, State, Zip Code San Diego, Ca, 92109
Contact Name: David Hall
Phone(s): 858.581.5940
Email: Dhall@destinationhotels.com

EQUIPMENT

Installation Address: Same
City, State, Zip: _____
County: _____
Electrical Utility SDG&E

Please use Chart on Attachment A to list multiple locations and denote any known special instructions.

The parties agree as follows:

1. Term of Agreement

This Agreement shall commence on the Effective Date and shall continue through the end of the EV Project data collection phase, which is December 31, 2012 (the "Term"). This Agreement may be terminated early in accordance with the Termination section of this Agreement.

2. Terms and Definitions

The definitions for the following terms which are used throughout this Agreement are as follows:

Blink Network - ECotality Equipment Network

Charging Station - Equipment and its project site

Equipment - Electric Vehicle Supply Equipment

EV Project - US Department of Energy project funded through the American Recovery and Reinvestment Act

Media Content - video, audio, or print messages, information or advertising displayed on the Equipment, including commercial advertising, graphic wraps, labeling, banner advertisements, and movie clips

Periodic Reports - Electronic reports provided to EV Project Charging Site Host regarding utilization of charging stations at a frequency more than once

Project Participants - EV owners enrolled as part of the EV Project

Project Site - Location where the public charging station will be used

3. ECotality Goods and Services

In consideration of Charging Site Host's participation in the EV Project and for allowing the collection of the Data, as described below, ECotality agrees to provide the following equipment and services:

1. Provide four (4) Level II (240 VAC) EQUIPMENT Unit(s) (the "Equipment") for public use no later than 6-15-12
2. Installation of the Equipment at the location identified above by ECotality-qualified and licensed contractors in accordance with local codes, permitting and inspection requirements;
3. All direct costs associated with the delivery, installation and initial setup of the EQUIPMENT at the designated location(s). Should installation costs exceed the \$2,500 per Equipment maximum, the difference in costs will be the responsibility of the Charging Site Host;
4. Periodic reports on the public utilization of the Equipment installed;
5. Revenue sharing with Charging Site Host; and
6. Ongoing maintenance of the Equipment, for the term of the agreement.

4. Equipment Data

Charging Site Host acknowledges that The United States Department of Energy (DOE) has provided funding for the EV Project through the American Recovery and Reinvestment Act (ARRA) to accelerate the development and production of electric vehicles (EVs) in order to reduce petroleum consumption. In consideration of the Goods and Services provided, and as part of this project, Charging Site Host acknowledges and agrees to allow ECotality commercially reasonable access to the Equipment at the Project Site and existing sources of electrical energy in order for ECotality to collect and transmit Equipment Data regarding public use of the Equipment during the Term of this Agreement.

5. Equipment/Access Revenue

Charging Site host acknowledges that ECotality is providing the initial Equipment to their site as part of a no-cost pilot program. Additionally, the Equipment is being utilized by EV Drivers at no access cost through May 2011. In the future, when revenues are associated with the Equipment access, ECotality shall share revenues in accordance with a Revenue Sharing Program with the Charging Site Host.

6. Media Content

See Addendum

7. Charging Site Host's Representations and Warranties

Charging Site Host represents and warrants to ECotality that the Charging Site Host:

- a) Will allow reasonable access to the Equipment in order for ECotality to collect, use and distribute the data to ECotality and EV Project partners and participants;
- b) Will cooperate with ECotality or its licensee/subcontractors in the collection and transmission of data from Charge Site Host to EV Project Participants including, where possible, access to Charging Site Host's Internet service;
- c) Will participate in ECotality surveys and provide timely response to ECotality requests for information from Charging Site Host;
- d) Will provide and maintain supply of electric power to the Equipment;
- e) Will provide periodic inspection and routine exterior cleaning maintenance;
- f) Will allow ECotality to provide Charging Site Host's contact information to their electric utility company to facilitate electrical installation;
- g) Will allow ECotality to display advertising on the touch screen subject to approval by hotel.;
- h) Will not knowingly allow the Equipment to be maintained, opened, modified, or repaired by anyone other than ECotality or its licensed contractors;
- i) Will not transfer, assign, encumber or pledge the Equipment;
- j) Assumes all responsibility in obtaining approvals by property owners, landlords, corporate offices, etc; and assist ECotality with the execution of Equipment installation and Equipment siting contracts;
- k) Will use commercially reasonable efforts to provide security for the Equipment and to prevent damage and vandalism of any type to the Equipment;
- l) Will not modify, reverse engineer, disassemble on the whole or any part of the Equipment or any part thereof in any manner;
- m) Will not uninstall the Equipment; and
- n) Will allow ECotality-approved contractors reasonable access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment.

8. Ownership

8.1. Title to and ownership of the Equipment will be retained by ECotality through the Term of this Agreement. The software associated with and that operates the Equipment is exclusively owned by ECotality. All of the information, content, services and software displayed on, transmitted through, or used in connection with the use and operation of the Equipment, including, but not limited to advertising, text, photographs, images, illustrations, video, html, source and object code, software, data, Internet account access, and the like (collectively, the "Content") is owned by ECotality and its affiliates, licensors or suppliers. The "Content" is protected by copyright, trademark and other intellectual property laws of the United States of America.

8.2. Upon the expiration of the Term, Charging Site Host shall elect (in its sole and absolute discretion) in writing to ECotality whether Charging Site Host desires to retain the Equipment at the Project Site. In the event that Charging Site host elects to retain the Equipment installed at the Project Site, Charging Site Host shall there by possess all rights, title, and interest in and to the Equipment at no additional cost. If Charging Site host elects not to retain the Equipment at the Project Site, ECotality shall remove (at its sole cost and expense) any or all of the Equipment installed at the Project Site, which includes restoring the Project Site to a safe and reasonable condition, but does not include the responsibility to restore the site to the same condition as prior to the installation of the Equipment. In any event, the Charging Site Host will provide written election at least thirty (30) days prior to the expiration of the Term. In the event that the Charging Site Host fails to deliver such written notice within such thirty (30) day period, Charging Site Host shall be deemed to have elected to retain the equipment at the Project Site. Should the Charging Site Host elect to continue ECotality Blink Network and Equipment support, following the Term or earlier termination thereof, such additional services shall be subject to a

new written agreement to be entered into between the parties. This Section 8 shall survive the termination of this Agreement.

8.3. During the term of this Agreement, ECotality grants to the Charging Site Host a non-exclusive and non-transferable license, to use such software in the form in which it is embedded in the Equipment on the delivery date for use in conjunction with other parts of the Equipment on the condition that the Equipment shall be used for its intended purpose only. Nothing contained in this Section shall be construed as an assignment or transfer of any copyright, design right or other intellectual property rights in such software, all of which rights are owned by the ECotality.

9. Confidential Information

9.1. All nonpublic information that ECotality provides to Charging Site Host or that Charging Site Host acquires from any source in connection with this Agreement shall be deemed to be ECotality's confidential information ("Confidential Information") unless and until ECotality specifically authorizes Charging Site Host in writing to treat the information as public. Confidential Information includes: (a) any reports, specifications, know-how, strategies or technical data, processes, business documents or information, market research or other data, customer or client lists, and all other information concerning the business and affairs of ECotality that are owned, used, or possessed by or for the benefit of ECotality; (b) ECotality Intellectual Property; (c) ECotality Documentation; and (d) all confidential information or materials obtained by Charging Site Host from a third party in connection with performance of the Services, unless and until ECotality specifically authorizes Charging Site Host in writing to treat the information as non-confidential. Confidential Information does not include: (i) information in the public domain through no fault or breach of this Agreement by Charging Site Host; (ii) information previously and lawfully known by Charging Site Host prior to disclosure by ECotality; (iii) information rightfully learned from a third party not under restriction of disclosure as evidenced by Charging Site Host's written records or (iv) information that is independently developed or acquired by Charging Site Host without reliance on any of ECotality's Confidential Information. Charging Site Host shall not publish, release, disclose, or announce to any member of the public, press, official body, or other third party any Confidential Information, or use any of it for Charging Site Host's own purposes or for the purposes of a third party, without the prior written consent of ECotality (which may be withheld by ECotality in its sole discretion), except disclosures required by law.

9.2 Charging Site Host shall not make copies, reproductions, abstracts or excerpts of the Confidential Information in whole or in part, except as necessary to perform the Services. All copies, reproductions, excerpts or abstracts are deemed to be Confidential Information to the same extent as any originals. Upon termination of business relations between the parties, Charging Site Host agrees to return to ECotality all written or other physical embodiments of the Confidential Information.

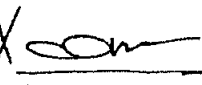
9.3 If Charging Site Host receives any subpoena or court order requiring disclosure of Confidential Information or otherwise believes in good faith that a disclosure of Confidential Information is required by law, Charging Site Host shall immediately notify ECotality. Charging Site Host shall, at ECotality's direction, cooperate fully with ECotality in challenging any subpoena or court order requiring the disclosure of Confidential Information. If required by ECotality, Charging Site Host shall require each person or entity to which Confidential Information is provided to execute a certification that the person or entity understands the limitations on disclosure and use and will maintain the confidentiality of the Confidential Information and not use it other than as contemplated by this Agreement. Unless the parties agree otherwise, the confidentiality and other obligations imposed by this Section shall survive

for a period of 3 years after termination or expiration of this Agreement pertaining to the Confidential Information.

10. Use of Mark/Advertising

Charging Site Host is hereby granted a non-exclusive, royalty-free license to use during the term of this Agreement, the trademarks, service marks, and trade names used by ECotality in connection with the Equipment, provided, however, that Charging Site Host shall submit any materials using the ECotality trademarks, service marks and trade names for prior written approval by ECotality. While such marks and names may be modified by ECotality during the term of this Agreement, Charging Site Host agrees that it will not modify the marks or names in any way without the express written permission of ECotality. Further, the permission to use the ECotality marks and names is expressly limited to uses necessary to the performance of Charging Site Host's obligations under this Agreement, and Charging Site Host hereby admits and recognizes that ECotality or its parent company is the exclusive owner of such marks and names, as well as the renown of the marks and names of ECotality, and their affiliates throughout the world. Charging Site Host agrees not to take any action inconsistent with ECotality's exclusive ownership of such marks and names.

11. Termination of this Agreement

either party
either party 
11.1 Without Cause: This Agreement may be terminated by ~~ECotality~~ *either party* in writing to the ~~Charging Site Host~~ *either party*, without cause, at any time and for any reason, including the termination of the EV Project or a reduction in EV Project funding, whereupon the parties shall be fully released from their respective duties, rights, obligations and liabilities under this Agreement except as provided below.

11.2 For Cause: This Agreement may be terminated in writing by either party for cause if either party violates any term of this Agreement and fails to cure the same within ten (10) days of receiving written notice of such default. Upon such termination of this Agreement for cause, as its sole and exclusive remedy, ECotality shall have the right, but not the obligation, to disable or remove (at its sole cost and expense) any or all of the Equipment installed at the Location and terminate services to Charging Site Host's. Removal of Equipment includes site restoration to a safe and reasonable condition, but does not include the responsibility to restore the site to the same condition as prior to the installation of the Equipment. In the event that ECotality does not elect to remove the Equipment within thirty (30) days following such termination, the Equipment shall be deemed abandoned by ECotality and Charging Site Host shall possess all rights, title and interest in and to the same.

12. Limited Warranty and Service

ECotality warrants that during the Term of this Agreement the Equipment shall be free from defects in material, workmanship and construction and will conform to the specifications incorporated in this Agreement. Excluded from this limited warranty are damages to the Equipment caused by unreasonable or unintended use, abuse, neglect, or service or maintenance on the equipment by anyone other than ECotality or its authorized contractors. THE FOLLOWING OCCURRENCES OR CONDITIONS WILL VOID THIS LIMITED WARRANTY: (1) FAILURE TO USE THE EQUIPMENT ACCORDING TO SPECIFICATIONS AND INSTRUCTIONS INCLUDING, WITHOUT LIMITATION, SAFETY INSTRUCTIONS AND WARNINGS; AND (2) TRANSFER OR ASSIGNMENT OF THE EQUIPMENT. Should the Equipment become defective or cease operating during the Term, Charging Site Host upon its knowledge of the same, must promptly call the toll free number listed on the side of the Equipment and report the defect to ECotality or its authorized licensee. The sole remedy under this limited warranty is repair or replacement, at ECotality's option, of the Equipment or part(s) or component(s) deemed to be defective. "Repair" or "Replacement" shall mean providing the labor and materials necessary, at no cost to Charging Site Host, to repair or replace defective part(s) or replace, at ECotality's option, the Equipment.

13. Insurance

Through the term of this Agreement, the Equipment is insured by ECotality under its general liability insurance policy. Additionally, Ecotality shall maintain commercial general liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage related to operation of the Equipment. Certificate of Liability to be provided to host within 10 (ten) days of execution of this agreement.

14. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, without reference to its conflict of law rules. Each of the party's consents to the exclusive venue and personal jurisdiction of the courts located in Maricopa County, Arizona.

15. Dispute Resolution

Except where necessary to seek injunctive relief to prevent or enjoin loss or harm to Intellectual Property or confidential information, any dispute arising out of or relating to this Agreement shall be subject to mandatory confidential mediation for a period of up to thirty days, unless extended mutually by the parties, by a neutral third party mediator acceptable to both parties. Any dispute not resolved by such mediation, arising out of or relating to this Agreement shall be subject to final and binding arbitration under the then-current Commercial Arbitration Rules of the American Arbitration Association; provided that the arbitrator(s) shall be neutral and shall be chosen from a panel of arbitrators knowledgeable in the business of microelectronics or electronics manufacturing. The arbitration shall be held in Phoenix, Arizona, unless otherwise mutually agreed by the parties. The arbitrator(s) shall not have the power to award punitive or exemplary damages, or any damages which are disclaimed or waived in this Agreement. The decision and award of the arbitrator(s) shall be final and binding, and the award so rendered may be entered in any court having jurisdiction thereof. Where it is necessary for a party to seek injunctive relief to prevent or enjoin immediate and irreparable loss or harm to Intellectual Property or confidential information, ECotality and Charging Site Host hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the State of Arizona or the United States District Court for the District of Arizona and all courts competent to hear any appeal therefrom. Nothing contained herein shall be deemed to waive arbitration for any claim other than injunctive relief to the sole extent described herein.

16. Indemnification

Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party and its Affiliates, and any and all of its and their respective officers, directors, shareholders, employees, agents and representatives, and any and all of its and their assigns, successors, heirs and legal representatives, harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the other Party arising directly or indirectly out of a breach of any representation, warranty or covenant of the Indemnifying Party hereunder. The Indemnifying Party shall defend the Party at the Party's request, against any such liability, claim or demand. The Party agrees to promptly notify the Indemnifying Party of any written claim or demands against the Party for which the Indemnifying Party is responsible hereunder.

17. LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES STATED HEREIN FOR THE CHARGING SITE HOST, NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE CHARGING SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR

VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE CHARGING SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF ECOTALITY IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. ECOTALITY SHALL NOT BE LIABLE TO THE CHARGING SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, PRODUCTION OR PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FOR PURPOSES OF THIS PROVISION, ECOTALITY INCLUDES ECOTALITY'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, SUBCONTRACTORS AND SUPPLIERS.

18. Attorney's Fees

The prevailing party in any judicial proceedings instituted by either party shall be entitled to recover its reasonable attorney's fees, costs, and expenses. The court shall determine the prevailing party and the reasonable of all fees, costs, and expenses.

19. Notices

All notices given under this Agreement (each, a "Notice") shall be in writing and delivered to the notice addresses of the parties as applicable, by one or more of the following methods, (i) given by certified mail, postage prepaid, return receipt requested, and is deemed given on the third (3rd) business day after the date of posting in a United States Post Office, (ii) given by a nationally recognized overnight courier and is deemed given one day after delivery to the overnight courier, or (iii) given by personal delivery and is deemed given upon receipt by the notified party. At any time, either party may designate in writing to the other party a different notice address.

20. Changes

This Agreement is modified by the addendum attached dated 3-16-2011.

21. Waiver

No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement will constitute a waiver of any subsequent breach, default or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision of this Agreement.

22. Assignment

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, and permitted assigns. This Agreement is freely assignable by ECOTALITY. Neither this Agreement nor the Equipment may be assigned by the Charging Site Host without the prior written consent of ECOTALITY, which consent may be granted or withheld at ECOTALITY's sole and absolute discretion. Any assignment which does not satisfy the requirement of the preceding sentence shall be null and void.

23. Survival Of Obligations And Liabilities

Termination of this Agreement shall not relieve either party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement including its obligations

under the following section headings: Insurance, Indemnification, Limitation of Liability, Intellectual Property, Confidentiality and Advertising, Governing Law, Dispute Resolution and Attorney's Fees. The invalidity, illegality or unenforceability of any one or more provisions of this Agreement will not affect or impair the validity, legality or enforceability of the remaining provisions, which will remain in full force and effect.

24. Entire Agreement, Relationship

This Agreement contains the entire agreement and understanding between the parties relative to the subject matter herein, and supersedes any prior agreements and understandings between the parties relating to such subject matter, whether verbal or written. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or e-mail (electronically scanned) shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Electric Transportation
Engineering Corporation dba ECotality
North America**

By: _____

Name: _____

Title: _____

Date: _____


Andy Haskin
Area Manager
5/4/12

EV Project Charging Site Host

By: _____

Name: _____

Title: _____

Date: _____


DAVID Han
G.M.
3-24-12

EV Project Charging Site Host Agreement

AMENDMENT TO CHARGING SITE HOST AGREEMENT

This Amendment (the "Amendment") is made and entered into by and between Electric Transportation Engineering Corporation doing business as ECotality North America an Arizona corporation (hereinafter known as "ECotality") with offices at 430 S. 2nd Avenue, Phoenix, Arizona 85003 and Paradise Point Resort; Its authorized agent ("Charging Site Host") for attachment to the Agreement dated May 10, 2011 (the "Agreement").

1. This Amendment is an integral part of the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

2. This Amendment will be effective when signed by both parties.

3. Section 3.3 shall be struck in its entirety and replaced by the following language. All direct costs associated with the delivery, installation and initial setup of the EQUIPMENT at the designated locations(s). The Bake Electric installation quotation for \$14,972 will be absorbed by ECotality.

4. CHANGE OF OWNERSHIP. In the event, that there is a change of ownership of Charging Site Host, this agreement shall be transferred to the new owner(s). Charging Site Host shall ensure that the new owner(s) is (are) assigned this Agreement. This Agreement shall also be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Charger Offset

a) ECotality is developing multiple revenue models for setting Charger access fees to consumers, including fees based on time spent charging at a specific Charger. If ECotality implements such a revenue mode, ECotality will not provide Paradise Point with any of the revenue received by ECotality from Charger access fees. ECotality will establish a baseline (minimum) consumer cost for Charger access (in minutes or hours) which ECotality may, from time-to-time, adjust.

6. Media Content will include "ECotality will be responsibility for the Media Content delivered to the EVSE's. Prior to any Media Content being displayed on the EVSE's, ECotality and Paradise Point shall meet and develop a set of reasonable parameters of Media Content for which ECotality will comply regarding any Media Content to the EVSEs. Paradise Point may reject, in its reasonable discretion, any Media Contents."

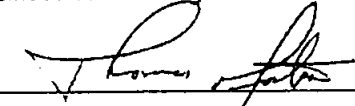
7. Section 16 shall be struck in its entirety and replaced with the following language. Each Party shall defend, indemnify and hold the other Party, and its Affiliates, and any and all of its and their respective officers, directors, shareholders, employees, agents and representatives, and any and all of its and their assigns, successors, heirs and legal representatives, harmless from and against any and all claims liabilities, injuries, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the other Party arising directly or indirectly out of a breach of any representation or warranty or covenant of the indemnifying Party. Upon prompt written notice by Host, ECotality shall indemnify, defend and hold Host and any subsidiary, parent or affiliate corporations or companies of Host, the property owner (if the property owner is different than Host), and all of their directors, officers, agents and employees, harmless from all third party losses, claims, liabilities, injuries, costs and expenses that Host may incur by reason of any injury or damage or loss sustained by any person or to any property or entity, with respect to all work, repair to and maintenance of the Equipment, including the installation thereof, which is covered by this Agreement, to the extent such claims are the result of ECotality's breach of its obligations, representations and warranties contained in this Agreement. ECotality's duty to defend and indemnify Host shall not extend to the extent injuries or damages or losses that are the result of Host's negligence, willful misconduct, misuse of the Equipment, or acts or omissions under this Agreement. The indemnity rights and obligations identified in this Agreement shall be, and are, the only indemnity rights and obligations between the parties, in law or equity, arising out of or related to this Agreement and the respective obligations, representations and warranties of the Parties herein or any claims in relation thereto.

ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

8. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

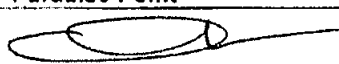
IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Electric Transportation Engineering Corporation
doing business as ECotality North America

By: 
Name: THOMAS GARRETT
Title: VP-REG AFFS
Date: 26 Jun 2013

Charging Site Host

Paradise Point

By: 
Name: DAVID HORN
Title: GM
Date: 6-27-13

CITY OF SAN DIEGO

LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES

Pursuant to the City of San Diego City Charter Section 225: "Mandatory Disclosure of Business Interests," before the City will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

LHA Mission Bay Hotel LP, DBA Paradise Point Resort

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Electric Transportation Engineering Corporation

Date this Questionnaire completed: July 9, 2013

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: Thomas Garetson

Title: Thomas Garetson, VP Project Management

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate Assets if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub) Lessee exactly as it will appear on the actual tenancy document:

Electric Transportation Engineering Corporation

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

430 S. 2nd Avenue

Phoenix, Arizona 85003

Telephone No.: 602-716-9576 Fax. No.: 602-443-9007

E-mail Address: merchinger@ecotality.com

3. Billing Address (*only if different from Mailing Address*):

Same as above

Telephone No.: 602-716-9576

Fax. No.: 602-443-9007

4. Proposed (Sub)Lessee intends to operate as a:

Sole Proprietorship (); Partnership (); Corporation (X);

Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): 7/8/13

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: N/A
2. General Partnership ()
Limited Partnership ()
Other () Explain _____
3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County
4. Has the partnership conducted business in San Diego County?
Yes () No () If so, when? _____
If so, where? _____
5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C (X) Subchapter S ()
2. When incorporated? 9/5/96
3. Where incorporated? Arizona
4. Is the corporation authorized to do business in California? Yes (X) No ()
If so, as of what date? _____

5. The corporation is held:
 - a. Publicly () Privately () other
 - b. If publicly held, how and where is the stock traded?

Parent Company - Ecotality, Inc.

6. Please list the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par \$ _____	
		Book \$ _____	
		Market \$ _____	

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: Refer to Company website
Title: ecotality.com for corporate
Address: financial information

No. of Shares: _____

Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____
Name:	_____
Title:	_____
Address:	_____

No. of Shares:	_____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

8. Attach complete copies of the Articles of Incorporation (and any Certificate(s) of Amendment thereto, as the case may be) of the Corporation, and the Bylaws of the Corporation (and any Amended and Restated Bylaws, as the case may be), and any other applicable Corporate documents.

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in

the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: N/A
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee **must** attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition. The report **must** include a balance sheet and annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No (X)
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.
2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No (X)
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.
3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each action.
4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No (X)
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: See attached

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:



CREDIT INFORMATION

Company Name:	Electric Transportation Engineering Corporation dba ECotality North America
Shipping/Mailing/Street Address:	430 S. 2 nd Ave., Phoenix, AZ 85003
Phone:	602-716-9576
Fax:	602-443-9007
Business Start Date:	September 1996
Nature of Business:	Consulting and Sales of Battery Charging Systems and Equipment; Development of Electric Vehicle Charging Systems.
North American Industry Classification System (NAICS):	335999
Standard Industrial Classification (SIC):	3699
Webpage:	www.ecotalityna.com
AZ Trans. Priv. License No:	07-531596-T
EIN:	86-0834755 (Corporation)
D&B No:	07 280 0860
BIC Swift Code	BOFAUS3N
Bank Information:	Bank of America 201 E. Washington Street Phoenix, AZ 85004 Contact: Ben Thorgeirson, Vice President Ph: 888-852-5000 x5444 Fax: 214-530-3029

CREDIT REFERENCES	
Target CW 3990 Old Town Ave Ste A-206 San Diego, CA 92110 P: 619-704-7720 F: 619-704-7799 Contact: Accounting	CPT 5115 N. Dysart Rd., Ste 202 Box 604 Litchfield, AZ 85340 P: 602-513-2098 F: 623-907-9743 Contact: Frank Tometich
Low & High Power Group 3190 Ridgeway Dr Unit 19 Mississauga, Ontario Canada L5L 5S8 P: 905-820-1781 F: 905-820-2564 Contact: Nada Matrook	Miller Electric 1635 W Spencer Street Appleton, WI 54912 P: 920-954-3862 F: 920-735-4135 Contact: Kenneth Altekruise

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name _____
Date of Birth _____
Place of Birth _____
Social Security Number _____
Driver's License Number/State _____
Home Address _____

Previous Address _____

Home Telephone No. _____
Employer _____
Occupation _____
Business Address _____
Business Telephone No. _____
Business Fax No. _____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

Electric Transportation Engineering Corporation

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

Standardized electric vehicle (EV) charging for both personal EVs, fleet EVs, and car-share EVs. EV charging services consist of networked (Blink Network) access control, collection of access fees, and maintenance of EV chargers. Ancillary services include media (on-screen static advertisements and static wraps of the EV chargers).

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on the Leasehold. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
	2013	2014	2015		
1	\$ 156 ⁰⁰	\$ 160	\$ 170	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

ETEC (DBA ECOtality North America) has been in the business of EV charging hardware and services since 1996. The Blink Network EV charging services were first developed and implemented in 2011, and the Blink Network now represents one of the two largest EV charging networks in the U.S.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease assignment.)

Please summarize the terms and conditions of the purchase, sale, or transfer of Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

Transferring leasehold interest
(Subject to City consent)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sprezzatura Insurance Group, LLC 1100 NE 163rd Street Suite 404 North Miami Beach FL 33162	CONTACT NAME: Maria Green													
	PHONE (A/C No. Ext.): (305) 482-9611 FAX (A/C No.): (305) 760-2908													
INSURED Car Charging Inc. 1691 Michigan Avenue, Suite 601 Miami Beach FL 33139	E-MAIL ADDRESS: maria.green@springsgroup.com													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Covington Specialty Insurance</td><td></td></tr><tr><td>INSURER B: Evanston Insurance Co</td><td>35378</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Covington Specialty Insurance		INSURER B: Evanston Insurance Co	35378	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES CERTIFICATE NUMBER: CL1310201242 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			VBA271386	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			XOVA757313	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO	☐ SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of San Diego, its elected officials, officers, representatives, agents & employees are named as Additional Insured with respects to the General Liability. Said policy shall specify the policy may not be terminated, altered or cancelled without 30 days prior written notice to city insurance company. Prior to each renewal period sublessee shall submit a copy of the new insurance policy. 30 Day Non Payment Cancellation Clause.

CERTIFICATE HOLDER

City of San Diego 202 C Street San Diego, CA 92101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joseph Hanono/MARIA

COMMENTS/REMARKS

Blink Network LLC as an Additional Named Insured.